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TERMS AND CONDITIONS - Mame Khan Manganiyar

THANK YOU FOR CHOOSING TO BOOK AN EVENT WITH MAME KHAN! WE SHALL BE GLAD TO DELIVER THE HIGHEST QUALITY AND OUTSTANDING SERVICE TO YOU! BY PLACING ANY BOOKING WITH MAME KHAN, YOU AGREE TO THE FOLLOWING TERMS:

§1 TECHNICAL RIDER, SOUND, TECHNICAL EQUIPMENT

1. The Technical Rider is a legal part of the agreement. PROMOTER/CLIENT agrees to provide a first-class sound and lighting system to include the equipment and technical requirements exactly as defined in the TECHNICAL RIDER at no cost to ARTIST.
2. PROMOTER/CLIENT has to schedule a sound check three hours before the performance of ARTIST for a duration of at least two and a half hours. During the sound check no public is allowed and all AC systems need to be turned on.
3. PROMOTER/CLIENT is obliged to provide a qualified sound technician familiar with the sound system during sound check and performance.
4. In case of insufficient sound conditions or defective technical equipment, which may harm the quality of the ARTIST's performance, ARTIST has the right to refuse the performance. In case of not being able to perform due to insufficient sound conditions or defective technical equipment, ARTIST claims full compensation of the contracted fee. PROMOTER/CLIENT shall indemnify the ARTIST from any loss suffered due to early termination or cancellation. No advance notice has to be given by the ARTIST, he is the sole decision taker on the spot.

§2 FREEDOM OF ART, CREATION OF PERFORMANCE

1. The creative arrangement of the performance is left solely to ARTIST. He is never subject to any instructions from PROMOTER/CLIENT or any third parties. The way in which ARTIST executes the performance must be known to PROMOTER in advance. If any guideline has been shared in advance with the ARTIST, he shall do his level best to follow the same, yet if any changes are required the ARTIST has full and sole authority to change the programming of the event according to his judgment.
2. ARTIST is not responsible to obtain or provide any performance licenses with reference to the event or PPL licenses. The PROMOTER/CLIENT has to take full responsibility for the same and indemnify the ARTIST from any third-party claims which might arise.
3. No one is allowed to enter the stage or green room area without the permission of the ARTIST or management.
4. If not otherwise agreed in writing a standard concert is 90 min with no intermission.

§3 EVENT ORGANISATION, DUTIES, TAXES, CHARGES

1. PROMOTER/CLIENT organizes the event under his own name, on his own account and his own expenses.
2. PROMOTER/CLIENT is reliable for payment of all necessary taxes, social security and other social receivables. In case that ARTIST is living in a foreign country, PROMOTER/CLIENT bears all costs for any taxes applicable to foreigners.
3. The ARTIST is service taxable and all prices mentioned are exclusive of tax. The final invoice will carry the tax amount.

§4 SECURITY OF THE ARTIST, LIABILITIES

1. PROMOTER/CLIENT is obliged to provide security for ARTIST's equipment and belongings, including technical equipment as well as records, clothing, etc. PROMOTER/CLIENT is liable for all damages and losses from arrival at event location, during sound check and performance until departure from event location. PROMOTER/CLIENT is obliged to contract an insurance covering damage and loss of all equipment and material brought by ARTIST.
2. PROMOTER/CLIENT grants ARTIST a trouble-free and undisturbed working environment for his artistic performance by providing adequate security personnel. Only authorized people are supposed to have access to the stage and backstage area. In case of disturbance of the performance or danger of the ARTIST or his equipment or guests, ARTIST is entitled to abort his performance.
3. No person other than authorized team is allowed on stage during the performance. Also the PROMOTER/CLIENT is responsible to keep audience at a distance from the front end of the stage. No person other than the manager is allowed to interact with the ARTIST during the course of the concert. Any unauthorized person on stage or backstage might result in cancellation of the event.
4. No pyrotechnics are allowed on stage or near the stage without prior written approval.

§5 DISCRETION

1. All parties swear secrecy about content and conditions of this contract, particularly artist fee, booking fee. All parties prevent access of one or more other parties to all information related to the contract.

§6 TRAVEL EXPENSES, TRAVEL ORGANIZATION, TRANSPORT, ACCOMMODATION, BACKSTAGE

1. To be discussed individual. If travel or stay is booked by PROMOTER/CLIENT, they shall have the full responsibility for a professional handling. If any loss, delay or missed transport is caused to the ARTIST and his team due to mismanagement, the PROMOTER/CLIENT shall be fully responsible to pay for any loss or damage/replacement, new bookings if needed.
2. If the travel and stay differs from the hospitality rider and agreed travel plan, the PROMOTER/CLIENT is liable to pay all required changes to meet the pre-discussed terms and conditions. As safe and convenient stay are an important part of a professional show, the ARTIST reserves the right to cancel the concert if the travel and stay are mismanaged and not meeting the clearly communicated standards.
3. If the travel is booked by the ARTIST or ARTIST Manager, the PROMOTER/CLIENT indemnifies the ARTIST from any claims caused due to delayed arrival/departure. The ARTIST shall be responsible to plan the travel well but is not responsible for any damage caused due to an act of God or unexpected circumstances such as bad weather conditions, war, terror, strike, cancellations or airline/train/taxi delay etc. Full payment is due independent if the ARTIST could carry out the agreed performance or partly or not at all.
4. If ARTIST or any team member misses a flight or train due to any third party fault or a flight gets cancelled by the airline, there fund amount - if any - shall be used to book a new ticket, any upgraded fare or extra expenses need to be paid by the PROMOTER/CLIENT.

§7 AUDIO-/VIDEORECORDINGS

1. Audio- and video recordings and livestreaming (e.g. radio, Internet, TV, mobile) of the ARTIST's performance are strictly prohibited. This includes commercial usage as well as private. PROMOTER/CLIENT is obliged to prohibit any recordings and streaming and is responsible for adherence of this agreement. Any exception needs written prior consent by AGENCY. In case of recording or streaming ARTIST's performance, PROMOTER/CLIENT indemnifies MANAGEMENT and ARTIST from any third party claims (e.g. deriving from violation of rights). If the ARTIST agrees to any such recordings, terms and conditions apply, and all recordings must be made available to the ARTIST.

§8 GUEST LIST

1. ARTIST is entitled to invite 6 guests free of charge. The guest list will be provided latest on the day of the event when ARTIST arrives at venue. If necessary, guest will be handed out VIP/Backstage passes.

§9 PROMOTION/SPONSORING

1. PROMOTER/CLIENT ensures that ARTIST's name and brand appear on all promotional materials and that ARTIST's art work is emphasized. All promotional material produced by PROMOTER must be approved by ARTIST MANAGEMENT in written form and must be sent to ARTIST MANAGEMENT in digital form before printing/releasing.

§10 CANCELLATION AND ABANDONMENT OF THE EVENT

1. Should ARTIST be unable to perform due to illness or any other reason for which PROMOTER/CLIENT is not liable (e.g. act of God, strikes, flight cancellation or rescheduling, etc.) the liability to perform as well as the liability to pay the performance fee remains applicable. The booking fee and the travel expenses will not be refunded. An alternative date can only be agreed upon by written agreement between both parties. Compensation claims from the side of PROMOTER/CLIENT are excluded. However, ARTIST agrees to make an effort to find an alternative date. If new travel needs to be planned, the PROMOTER/CLIENT shall pay the additional cost.
2. If the performance is cancelled by PROMOTER/CLIENT or due to a reason in which he is liable for or which is within his risk sphere, PROMOTER/CLIENT is obliged to pay 50% of artist fee, as well as 100% of travel expenses and booking fee, as long as the performance is cancelled at least Ninety days prior to the event. If the performance is cancelled less than Ninety days prior to the event, PROMOTER/CLIENT is obliged to pay 100% of the payment agreed in this contract. Further compensation claims from the side of ARTIST are not affected through this payment. In case of event cancellation, all agency fees or commissions paid by the artist need to be refunded in full within 7 working days.
3. ARTIST has the right to cancel or abandon the performance in the following cases:
 1. When he or his crew are endangered
 2. When the audience is endangered
 3. When it is not possible for ARTIST to execute the performance under proper technical or artistic conditions.
 4. If any team member of Mame Khan and crew is personally insulted or not treated with due respect before or during the event.

In those cases, ARTIST is no longer obliged to execute the agreed performance, but keeps the claim for the payments according to this contract. Further compensation claims by ARTIST are not affected through these payments. All travel, stay and hospitality need to be paid by PROMOTER/CLIENT.

4. Lack of communication and confirmation: if the client fails to place advances and fails to provide an adequate response to the written communication via mail, the ARTIST reserves the right to cancel the booking. In this case, any agreement becomes null and void, and advance expenses are to be paid by the PROMOTER/CLIENT, partial advances are non-refundable.

5. In case any of the team members is unable to travel (due to force majeure situations or illness), no compensation claim can be raised due to reduced team size. The client is entitled to collect any refund from travel and hotel expenses, at no point the ARTIST is liable to pay any sort of compensation or refund.

§11 PAYMENT:

1. We request 50% advance payment on any booking, the remaining payment has to be completed after the sound check prior to the performance. If the payment is not completed, the ARTIST reserves the right to cancel/delay the start of the programme.
2. Morning shows are subject to availability and need to be informed in writing at point of booking. All logistical requirements need to be taken care of as per hospitality rider for 2 nights of stay. An additional fee of 50% increase of booking amount plus taxes shall apply over and above. Sole responsibility to communicate morning show timings with the Organizer/Promoter/Client, for any failure to do so in writing, the Artist/Artist Management shall not be liable.
3. Advance payments are non-refundable in any case.
4. Only valid and legal payment modes are accepted.
5. In case of payment delay, 14 days post the event, the PROMOTER/CLIENT is liable to pay an interest of 18% of the remaining amount.
6. The performance contract is a legal binding document. After payment is received and a formal invoice is issued, the performance contract is legally enforced.

§12 LICENSE:

1. The artist is not responsible to obtain any public performance license or any other type of license to conduct the event. Full responsibility is with the PROMOTER/Client.

§13 Timing:

- 1.1. The regular performance duration is 90 min. Any unreasonable (more than 2 hours) delay of the concert start will result in an additional fee of Rs. 65,000 excluding taxes- to be paid on the spot- and the ARTIST reserves the right to shorten the programme over and above. If any delay goes post and beyond highlight, we consider this as a date change. Full fee payment over and above the original fee payment is applicable as 2 booking dates will be charged from crew and artistic team on the spot prior to commencing the show.
If the client or promoter does not respect the previously agreed timings, all the above terms shall apply, if the direct payment to the concern management is not done in a timely manner, the show shall stand cancelled.
Also, the ARTIST reserves the right to shorten the concert duration in a reasonable manner if needed - reason for shortening the concert include, unprofessional sound material and handling, any physical reasons of any band member, missing ventilation and cooling, disrespectful behaviour of host or audience), in this case the ARTIST is the sole decision maker on the spot and does not need to seek any approval.
2. No intermissions are allowed during the concert. If the PROMOTER/CLIENT is forced to interrupt the performance, the timing of the interruption is counted as performance time and the ARTIST is not responsible to extend his performance.

§14 FINAL CLAUSE

7. The validity, construction and effect of this agreement and any extensions, modification thereof shall be governed by INDIAN Law.
8. Any disputes shall be determined by the courts of Mumbai, INDIA.
9. Changes and additions to this agreement require written and reasonable notice, including but not limited to posting on the website: URL: www.mamekhan.com/contact, which amended terms and conditions shall be binding upon you. Should any part of this agreement become void or challenged, the remainder remains unaffected.

§15 DIGITAL/ONLINE PERFORMANCES

1. Full and final payment needs to be cleared prior to the live event or content handover if pre-recorded. Any content request needs to be submitted in advance and in writing. Once the content is streamed or recorded, no changes can be conducted. Any change in script resulting in re-recording is chargeable. The Promoter is the sole responsibility to provide all required technology and is in the duty to provide full technical guidance to the Artist team. If there is any disturbance of the live stream due to poor internet connection or due to technical failures, the Artist is not responsible for the same.
Also, an interruption of the concert in any kind shall not result in payment reduction, if the disturbance is lasting longer than 10 min. A free re-schedule will be offered. All content is in the sole direction of the Artist, any purchase of licenses shall be in the duty domain of the Promoter/Client.

Special terms and conditions during the pandemic of Covid 19 - in addition applicable till further notice.

Legal Disclaimer

We hope all of you are safe and we request you to accept the below terms and conditions as a legal component of our booking contract.

If any of the prior agreed Covid 19 regulations are violated by event agents, guests, or final client, 100% payments shall be due and the artist reserves the right to cancel the performance at any given point of time.

Mode of transport, Covid test quarantine rules

- All travel to be booked as per our travel plan, no changes permitted.
- If Covid tests are mandatory for travel or venue entry, the cost and coordination need to be handled by client.

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All governmental rules and regulations to be followed. We agree on same day arrival and next day departure. In case there is any other quarantine rules set we need to be informed well in advance and writing all attached costs and arrangements to be taken care of by client only.

- All driver to have a valid and negative Covid test not older than 24 hours.

Airport arrival & transportation

- All vehicles for the MKM team have to be exclusive and only for our team during the stay. Car to be sanitized, driver to be equipped with PPE kit, and fully briefed on COVID protocols. No driver stays in the car during waiting times. Only car rental of professional and approved transport providers are accepted. All car to have plastic partition between driver and passenger seats.

Hotel bookings & hospitality

- Room booking only at trusted and renowned hotel chains and only after management approval in advance. Room to be booked as per hospitality rider. All hospitality for all team member to be provided exclusive on room-service basis, no buffet service. All rooms as per govt. rules and regulations to be sanitized.

Venue and stage regulations

- Stage size and exact distancing and floor plan of stage layout to be maintained.

- The distance between the audience and stage to be kept 4 meters. Stage and audience to be divided by barrier rope or similar.

- A separate stage for music performance only with separate entry. No sharing of the stage with anyone.

- 2 security staff with PPE kit at all times with the main artist and during performance at stage.

- At the venue once sound check and show are on no staff is allowed on stage at all.

- Staff at sound console to be kept minimal, only sound company representatives and our engineer are permitted. Our engineer is in full power to take any decisions at the console to secure best sound and his personal safety.

- Once the stage & sound setup is 100% ready all the equipments should be sanitized in front of MKM management. Full and final setup not to be touched or moved after it is sanitized.

- No audience interaction in form of photos or selfies.

- Audience size and venue capacity to be informed in advance, no changes permitted.

- Face mask: ANYONE interacting with team MKM shall wear full and proper face mask. During the performance Mame Khan band shall wear the face mask only Mame Khan will perform without mask.

- Artists shall enter the venue only at the immediate show start time now waiting in holding areas or green rooms.

- Sound vendor details to be shared well in advance to discuss sound check and flow.

Cancellation policy during pandemic prior to the event:*

- Shall the client cancel due to unexpected reasons prior to event: 50% of the final booking amount shall be deducted as processing fee. Rest payments shall be returned.

- Cancellation due to governmental restrictions: 25% of the final booking amount shall be deducted as processing fee. Rest payments shall be returned.

- Cancellation from artist's side, the full payments shall be refunded without any deductions.

*Any payment once placed is not refundable and is part of the booking amount. If situation is deemed unsafe or if any health issue accrues from the artist's side, we reserve the right to cancel the event at any given point against 100% refund of booking fee.

**Disclaimer: We shall not be liable for any losses caused by cancellation of any travel, hotel, stage setting or whatsoever, full and sole responsibility is with the client/agent.

